AN ORDINANCE // ARY
BY CITY UTILITIES COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO A REVISED CONTRACT WITH SAMARITAN HOUSE OF ATLANTA, INC., WITH SIMILAR TERMS AND CONDITIONS AS FC-6005007867, LITTER CLEAN UP PROGRAM, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$300,000.00); AND FOR OTHER PURPOSES.

WHEREAS, in 2005, the City of Atlanta ("City") entered into an agreement with the Samaritan House of Atlanta, Inc. ("Samaritan House") for the maintenance of 179.6 miles of state highways, bridges and approaches within the City limits; and

WHEREAS, the term of the contract is for one (1) year, with two (2) one (1) year renewals; and

WHEREAS, pursuant to the contract, Samaritan House provided litter pickup, brush and tree cutting, and minor drainage maintenance within the City, while simultaneously providing services to the homeless participants; and

WHEREAS, the City is satisfied with the work performed by Samaritan House under the contract, and desires to enter into a revised contract with the Samaritan House in an amount not to exceed three hundred thousand dollars and no cents (\$300,000.00) to be charged to and paid from Fund Account and Center number 1A01 524001 M38101.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS as follows:

SECTION 1: That the Mayor is hereby authorized to enter into a revised contract with Samaritan House of Atlanta, Inc. for the maintenance of state highways, bridges and approaches within the City limits, in an amount not to exceed three hundred thousand dollars and no cents (\$300,000.00).

SECTION 2: That all contracted work shall be charged to and paid from Fund Account and Center number 1A01 524001 M38101.

SECTION 3: That the City Attorney be and is hereby directed to prepare the appropriate contractual agreement for execution by the Mayor, to be approved by the City Attorney as to form, and that said contractual agreement shall not become binding upon the City and the City shall incur no liability upon the same until such contract has been executed by the Mayor, attested to by the Municipal Clerk, and delivered to the contracting parties.

SECTION 4: That all ordinances and parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.